App. F. IX-4

193 b
(Laws)

File No. 14-36

Serial Nos. 1-4

Previous References

Gen 36-33(1-2)
Agri 11-29(3-24)

(13)

PRESERVED

preserve

Letter References.

AR 1-87-(46,47,48,55/65,(86)

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. Four

Part B for November 1936

SUBJECT.

Legal opinion in the matter of payment of rent to certain garden lands attached to the Govt Silk Farm Bhowmapetua.

No P 3086 dy 9-11-36

Secy Dir of Agri

Govt's copy of the Govt Advocate's opinion in the ...

WD 0418—GPB—22,500—21-8-36

M Gurney
12/11/36

General & Revenue Secretariat. File No. 14 of 1936. [App. F. III–2

Serial No.	
1	From The Dist of Dhc no. D4-20 8/35-36 dt 26.6.36 stating that the mulberry gardens attached to the Sole farm, Champapara adjoin the lands belonging to Mr. Raja Hussain, and Soliciting legal opinion whether the Govt is liable to pay any Compensation on the resumption of land in S.no.86/2 belonging to Mr. J.M. Hodgkinsons and 1½ gunthas in S.no.27 belonging to Mr. Raja Hussain which have been under the enjoyment of the Sole farm. 1) Facts of the Case are detailed in the note of the Asst Supt of Sericulture. The lease deed has to be examined. If approved it may be called for DD 13/7 — 2) Get lease deed + other connected records DD 13/7 3) Dft proceedings ASD 13/7 4) Issue DD 13/7. Issued no. P. 1103 dt 14.7.36

TYPING SECTION. 13 JUL. 1936 GENL & REV. SECTT.

Sen A 13/7

NOTE—Contn. Sheet.

V; 26

Law File No. 14 of 1936

General and Revenue Secretariat

From

The Dirr of Ind: & Commce.

Letter no D. 4-208/35-36, dt 25th Sept: 36 forwarding one file of papers

In forwarding the connected records the Dirr says that the lease deed is reported to be not traceable and opines that no lease deed might have been obtained.

Subd for favour of furnishing legal opinion.

for order (Rep. Secy)

28/9/1936

Forwarded with compliments to the Govt Advocate for favour of opinion on the point raised in the Director's letter of 26.6.36

for Secretary

28/9/36

G.O No. P65/36 dated 28.9.36

Dno 283/36-J dt 30.9.36

Returned with compliments.

If Mr. Raza Husain has been out of possession for nearly 20 years, his claim even for the land would be barred by time. The same would be the position with regard to the 10 Guntas of Mr. Abdul Quddus's land if it has been in the possession of Government for over 12 years purporting to be a portion of the land gifted by him. It would be otherwise if it came to the possession of Government purpotting to be under one of the leases referred to in the

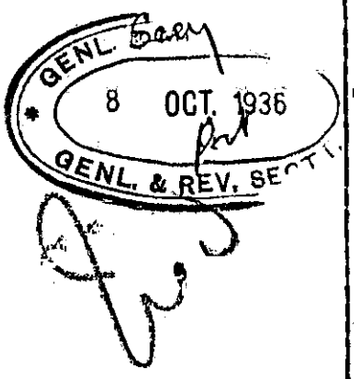
Lr.No. 61/36-3 dt 8.10.36

1976

3

Law file No. 14 of 1936

in the note of the Assistant Superintendent of Sericulture. This Officer does not apparently want to rely on this technical plea and the only question raised is whether Government are ~~kkkkk~~ liable to pay the lease or ~~continue~~ Compensation for the full period of 20 years. As the claim for produce for more than 3 years - would be barred by time, the parties would be - entitled to only three years produce for the portions belonging to them.



N. Nagaswami Iyer
Government Advocate.

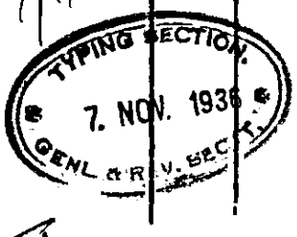
CSN/7.10.36

Draft reply accordingly.
MR
8/10

Subd. a dft. for Consideration.
MR
9/10
For perusal before Issue
MR
12/10
(10.10.36.
Dev Secy)
Nagaswami will please speak here
MR.
12.10.

Explained to Dev Secy in person
MR
7/11

Issue
MR
7/11



Dtd 9-11-36

Dev 104-35-1

Telegraphic Address:—"INDUSCOM"

GOVERNMENT OF MYSORE.

DEPARTMENT OF INDUSTRIES AND COMMERCE.

In reply please refer to
No. D4-208/35-36
Encl. One note.

OFFICE OF THE DIRECTOR.

Dated Bangalore, 26th June 1936.

GEN. & REV. BRANCH
29 JUN 1936
DEVELOPMENT BRANCH

FROM

S. Abdul Wajid, Esq., B.A.,
Director of Industries and Commerce in Mysore
Bangalore (India).

M. Venkatanaranappa, Esq., B.A.,
Secretary to the Government of Mysore,
Development Department. Bangalore.

SIR,

I have the honour to state that the mulberry gardens attached to the Government Silk Farm, Channapatna, adjoin the lands belonging to Mr. Raza Hussain, cousin and son-in-law of Mr. F.M. Abdul Quddus. The garden lands were got measured recently and it was found that about 5 guntas of land belonging to the Farm have been under the enjoyment of Mr. Raza Hussain and about 12½ guntas of land belonging to Mr. Raza Hussain under the enjoyment of the Farm. The circumstances under which this had happened are explained in the note submitted by the Assistant Superintendent of Sericulture and a copy of the note is sent enclosed for your kind reference.

I request you to let me know the legal opinion on the following points:-

Whether we are liable to pay lease or compensation in any other farm on the 10 guntas of land in S.No.36/2 belonging to Mr. F.M. Abdul Quddus and the 12½ guntas in S.No.37 belonging to Mr. Raza Hussain which have been under the enjoyment of the Government Silk Farm for the past 20 years for the entire period of 20 years.

I have the honour to be,
Sir,
Your most obedient servant,

Director.

GEN. & REV. BRANCH
6 JULY 1936
DEVELOPMENT BRANCH

CLAIMS OF MR.RAZA HUSSAIN IN RESPECT OF CERTAIN LANDS IN POSSESSION OF CHANNAPATNA SILK FARM MULBERRY GARDENS.

Channapatna mulberry garden consists of 3 portions, viz., (1) Garden land gifted by Mr.Abdul Quddus about 20 years ago, (2) garden taken on lease about 20 years ago (3) garden taken on lease about 2 years ago. The details of survey Nos. and respective areas are as follows:

	S. No.	Total Extent.	Extent gi ed.
1) Gifted portion: (Honniganahalli village)			
	10	0 - 8	0 - 8
N.B. - The remaining 33 guntas of S.No.11 are included in the garden taken on lease from Mr.Abdul Quddus. Similarly the remaining 15 guntas of S.No.39 are included in the lease. (vide information below)	11*	1 - 32	0 - 39
	39*	2 - 5	0 - 30
2) Old leased garden. Sanctioned in G.O.No.3769-8/A&E.97-18-2 of 6-11-18 for ten years.	11	--	0 - 33
	16	--	1 - 32
	17	--	0 - 7
	19	--	1 - 1
	20	--	0 - 7
	21	--	0 - 23
	38/1	--	1 - 14
	38/2	--	0 - 6
	39	--	0 - 15
			6 - 18
3) New leased garden sanctioned in G.O.No.D.1610-11/Seri 36-33-2 dated 9th Oct.33	12	--	2 - 8

Mr.Raza Hussain claims that the Silk Farm gardens is in possession of portion of S.No.36, which actually belongs to him, and that S.No.37 is in possession of the Silk Farm. It is necessary to indicate here in brief as to how these claims arose after a period of two decades. In 1933-34 additional

lands were taken on lease from Mr.Abdul Quddus for extending activities of Channapatna Farm. The lands viz., S.No.12 were got measured and as S.No.12 had not all the boundary marks the base lines had to be marked, and for finding out this and incidentally the boundaries of other S.Numbers had also to be checked. It was found that a portion of S.No.39 for which the Farm was paying lease amount was not in possession of the Farm, and it was in possession of Mr.Raza Hussain, cousion and son-in-law of Mr.Abdul Quddus. Mr.Raza Hussain's M S.No.40 is contiguous to our Silk Farm Garden lands viz., S.No.39. It was also found out that a small portion of S.No.36 was in possession of the Silk Farm, and subsequently it was found out that S.No.37 which is not included in the lease was also in enjoyment of the Silk Farm. These two Nos. viz., 36 and 37 claimed to be Mr. Raza Hussain's were under the actual enjoyment of Mr.Abdul Quddus at the time when Mr.Abdul Quddus actually handed over lands to the Sericultural Department. Mr.Abdul Quddus had possibly no idea that S.Nos. 36 and 37 belonged to Mr.Raza Hussain as most of the properties of these two cousins do not seem to have been clearly defined. Mr.Abdul Quddus handed over the land in good faith. For nearly 20 years Mr.Raza Hussain never claimed that portion of S.No.36 about 6 - 7 guntas that were in enjoyment of Silk Farm were his, or that S.No.37 about 12-5 guntas were his. Incidentally it may be mentioned that the portion of S.No.36 that has been in enjoyment of Silk Farm, Channapatna may be actually Mr.Abdul Quddus' and this is a matter entirely between Mr.Abdul Quddus and Raza Hussain and not between the Silk Farm and Mr.Raza Hussain. Mr.Raza Hussain may be advised to settle matters with Mr.Abdul Quddus.

According to record or rights the total extent of S.No.36 is 1 - 17 guntas and this has been divided into two sub-numbers.

S.No.36/1 has an area of 1 acre 7 guntas and belongs to Mr.Raza Hussain, and S.No.36/2 is 10 guntas in extent and is under the name of Mr.Abdul Quddus. The latter portion i.e., S.No.36/2 is contiguous to the mulberry gardens. The Silk Farm was enjoying this portion of the S.No. along with other S.Nos. shown in the lease deed for about 20 years. This piece of land also had been given to the Farm by Mr.Abdul Quddus who gave it in the belief that it was comprised in the lands given on lease. As this "Hissa" belongs to Mr.Abdul Quddus, Mr.Raza Hussain has no claim and if he prefers one he should seek justise elsewhere and the Department can have nothing to do with it. The mango and Soapnut trees are also situated in this "Hissa" and the claim to the usufruct of these by Mr.Raza Hussain is not in order.

S.No.37 has an extent of 0--12½ guntas which Mr.Raza Hussain claims to be his. This S.No. was handed over to the Silk Farm about 20 years ago by Mr.Abdul Quddus as lands leased on to the Farm under similar circumstances mentioned in regard to S.No.36. The Silk Farm found this out when the ~~x~~ mojinidar measured the mulberry garden recently. This land belongs to Mr.Raza Hussain as per record of rights and other title deeds. The land has been in enjoyment of the Silk Farm for about 20 years. Mr.Raza Hussain should have preferred the claim about 20 years ago. Perhaps he did not claim his rights as He seems to have been unaware of this for a very long time. Mr.Raza Hussain's claim to S.No.37 is in order. As Govt. have been in actual enjoyment of S.No.37, it seems to be just to pay Mr.Raza Hussain a reasonable amount on S.No.37 deducting the 5 guntas of land of S.No.39 which belongs to the Farm but which (5 guntas) Mr.Raza Hussain has enjoyed.

S.No.39 has an extent of 2 acres 5 guntas of which a

portion of 1 acre 30 guntas was gifted by Mr.Abdul Quddus to the Silk Farm and the remaining portion of the S.No.Viz.. 0 - 15 guntas was leased out at the same time to the Department. But out of 0 - 15 guntas taken on lease about 20 years ago only about 0 - 10 guntas were under the enjoyment of the Department, though the lease for the whole of 0 - 15 guntas has been paid all these years. The five guntas that should have been under our enjoyment ~~of~~ have been under the actual enjoyment of Mr.Raza Hussain all these years. This is also due to ~~the~~ a 'bona fide' mistake. Mr.Raza Hussain has thus to give a set off against S.No.39. Therefore the actual payment that may be made to Mr.Raza Hussain is for 12.5 guntas of S.No.37 minus 5 guntas of S.No.39 = 7½ guntas. Mr.Raza Hussain should immediately relinquish the 5 guntas of S.No.39. Regarding the 5 to 6 guntas of S.No.36 Mr.Raza Hussain can have no claim as the land belongs to Mr.Abdul Quddus. Mr. Abdul Quddus cannot claim anything for S.No.36, as the farm has paid for the 5 guntas of S.No.39 which should have been under enjoyment of the Farm. It may be also added that the permission given to Mr.Raza Hussain to remove the mango crop of tree in S.No.36 and of Soap-Nut, has to be withdrawn. Mr. Raza Hussain should relinquish the 5 guntas of S.No.39 and hand over possession ~~to the farm~~ of the same to the Farm. All the above are linked and have to be dealt with simultaneously. Govt. sanction is necessary for payment of lease amount to Mr.Raza Hussain on S.No.37 viz., 12.5 guntas minus 5 guntas of S.No.39 = 7½ guntas at rates to be fixed. Regarding the continuance of garden of S.No.37 separate proposals will be submitted in due course. It may be added that the boundary and extents indicated in the note are as per mejinidars measurements. The formal communication from the Revenue Survey Offices has yet to be received. Reminders

have been sent for sending the maps to place on files the necessary records to avoid future complications.

K. Shaw

Assistant Superintendent
of Sericulture.
Camp Bangalore, 28- 5-36.

VK.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

Dated, Bangalore, 13th July 1936

No. P.403 Law 16-36-2

From

The *General Secretary to the Government of His Highness the Maharaja of Mysore.*

To

The Director of Industries and Commerce in Mysore,
Bangalore.

Sir,

With reference to your letter No.D4-208/35-36 dated 26th June 1936 soliciting legal opinion in the matter of payment of rent to certain garden lands attached to the Government Silk Farm, Channapatna, I am directed to request that a copy of the lease deed and other connected records may kindly be sent for reference.

I have the honour to be,

Sir,

Your most obedient servant,

for General Secretary to Government.

Appendix F G—1]

8

SUBJECT.....

.....

.....

Section Law

File No. 14-36

Serial No. 2

Diary No. of letter replied to.....

No. P 403

To The Dy. of Sec

General and Revenue Secretariat

( )

the *193* .

Sc[illegible]

With reference to your letter no. Dy-208/35-36 dt 26.6.36 Soliciting legal opinion in re matter of payment of rent to certain garden lands attached to the fort Silk for Channapatna, I am directed to request that a Copy of the lease deed and other Connected records may kindly be sent for reference

I have etc

Date of issue 16.7.36

Signed by [illegible]

List of enclosures.....

pre 13/7 for Secy ISO 13/7

Copied by .....

Examined by.....

WD 03601—GPB—30,000—23-9-35

Telegraphic Address :—"INDUSCOM."

1776/936

GOVERNMENT OF MYSORE.

DEPARTMENT OF INDUSTRIES AND COMMERCE.

In reply please refer to
No. D.4-208/35-36.
Encl. one File

OFFICE OF THE DIRECTOR,

Dated Bangalore, 25th September 1936.

Law 14-36-3

FROM

S.G. Sastry, Esq., B.A., M.Sc., F.C.S.,
Director of Industries and Commerce in Mysore,
Bangalore (India).

To

M. Venkatesa Iyengar, Esq., M.A.,
General Secretary to Government,
Bangalore.

GENERAL SECRETARIAT
26 SEP. 1936

SIR,

Legal opinion re. payment of rent on certain garden lands attached to the Government Silk Farm, Channapatna.

With reference to your letter No.P. 403/Law 14-36 dated 13/14th July 1936 on the above subject, I have the honour to send herewith the file of papers relating to the subject received from the Superintendent of Sericulture. Government Order No.3769-8/ A & E 97-18-2 dated 6th November 1918 and copy of letter No.71 dated 22nd May 1918 from Mr. F.M. Abdul Quddus to the Superintendent of Sericulture are flagged "X" and "Y".

Both the Superintendent of Sericulture and the Assistant Superintendent of Sericulture, Channapatna, report that the lease deed in respect of the 6 acres 18 guntas of land is not traceable. Probably no lease deed has been obtained in regard to these lands.

I have the honour to be.
Sir
Your most obedient servant,

S Boothy

Director.

eds

Appendix F G—1]

SUBJECT 19

.....

.....

Section Law

File No. 14 - 36

Serial No. 4

Diary No. of letter replied to.....

No. P 3086/Secr I (Add one file of papers sent separately on 10-11-36.)

To

The Dir.r of Ind.s & Commerce.

General and Revenue Secretariat

( )

the 193 .

Sir,

Date of issue 9-11-36

I am to refer to your letter no. D4-208/35-36, dt 26th June 36 requesting legal opinion re.l the liability of the dept. to pay ~~rent or~~ Compensation in any other form to the lands belonging to Mr Raza Hussain ~~which~~ adjoining the mulberry gardens of the Govt Silk farm & am directed to ~~state that~~ if Mr. Raza Hussain has been out of possession for nearly 20 years, his claim ~~for~~ even

Signed by Mr. N. R. S. R.

List of enclosures..... forwarded herewith

Copied by ..... copy of the Govt advocate's opinion in the matter

Examined by.....

Ward

WD 03601—GPB—30,000—23-9-35

DRL
10/11/36

for the land would be barred by time. The same would be the position with regard to the 10 Guntas of Mr. Abdul Sindden's land if it has been in the possession of Govt. for over 12 years ~~[illegible]~~ purporting to be a portion of the land gifted by him. It would be otherwise if it came to the possession of Govt. purporting to be under one of the leases referred to in the note of the Asst. Supt. of Sericulture. I am to point out that as the claim for produce for more than 3 years would be barred by time, the parties would be entitled to only three years produce for the portions belonging to them

I have etc

For Genl. Secy,